

RECORD OF PUBLIC BID OPENING

Requisition # E-009390

Project: Roadside Vegetation Mowing – District 5

Bid Closing Date: 5/3/06 @ 5:00 PM

Bid Open Date: 5/4/06 @ 10:30 AM

STATUS – AWARDED TO CASTELLO INC

BIDDER: ___D R TENNANT – EAGLE IDAHO

ITEM COST	LOCATION	QUANTITY (ACRES)	PRICE PER ACRE	EXTENDED PRICE
SP-1	I-15 / MP 00.00 TO MP 111.90	651	\$67.35	\$43,844.85
SP-2	I-15 / IC #57, 69, FLYING Y, 98, INKOM POE, I-86 / IC # 56 & 22	80	\$67.35	\$5,388.00
SP-3	I-86 / MP 14.82 to MP 62.33	280	\$67.35	\$18,858.00
SP-4	US-91 / MP 00.00 to MP 42.54, MP 81.58 to MP 128.56; US-30 / MP 330.82 to MP 333.83, MP 359.74 to 445.48; I-15B / McCammon, Inkom, Blackfoot; SH-40 MP 0.00 to MP 2.74	355	\$67.35	\$23,909.25
				TOTAL AMT BID \$92,000.10

BIDDER: CASTELLO INC – LAGRANGE TEXAS

ITEM COST	LOCATION	QUANTITY (ACRES)	PRICE PER ACRE	EXTENDED PRICE
SP-1	I-15 / MP 00.00 TO MP 111.90	651	\$54.00	\$35,154.00
SP-2	I-15 / IC #57, 69, FLYING Y, 98, INKOM POE, I-86 / IC # 56 & 22	80	\$54.00	\$4,320.00
SP-3	I-86 / MP 14.82 to MP 62.33	280	\$54.00	\$15,120.00
SP-4	US-91 / MP 00.00 to MP 42.54, MP 81.58 to MP 128.56; US-30 / MP 330.82 to MP 333.83, MP 359.74 to 445.48; I-15B / McCammon, Inkom, Blackfoot; SH-40 MP 0.00 to MP 2.74	355	\$54.00	\$19,170.00
				TOTAL AMT BID \$73,764.00

ADDENDUM # 1

Roadside Vegetation Mowing

DISTRICT 5

April 25, 2006

REQUISITION NUMBER: E-009390

Contractor/Business Name: _____

The following CORRECTION has been made to the above requisition. All other information will remain the same.

Bid Schedule

Page 21 of 31

- reads as: Requisition # K-301380
- should read as: Requisition # E-009390

This page MUST BE SIGNED, DATED AND RETURNED with your BID DOCUMENTS

I acknowledge receipt of this Addendum and its contents.

Signature: _____ Date: _____

INVITATION TO BID
Roadside Vegetation Mowing
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Fax Back	Contractors Affidavit
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Domicile	
SC-1 (Subcontract Requirements)	

IDAHO TRANSPORTATION DEPARTMENT REQUEST FOR BID

April 20, 2006

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

REQUISITION #: E-009390

ALL sealed bids must be received by 5:00 pm on MAY 3, 2006. Sealed bids will be opened at 10:30 am on MAY 4, 2006 at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for **MOWING THE SHOULDER VEGETATION ALONG: I-15, I-86, US-91, US-30, AND SH-40 IN BANNOCK, BEAR LAKE, BINGHAM, CARIBOU, FRANKLIN; ONEIDA AND POWER COUNTIES**, per the specifications contained in the above requisition.

A **Mandatory** Walk Through will be held on April 24, 2006 at 9:30 A.M., at the ITD District 5 Main Office, Located at 5151 South 5th Avenue, Pocatello, Idaho. All questions are due at this time. Bids received from Contractors not in attendance will not be accepted.

Contact Evey McAdams, Contract Program Specialist for Bid Requirements and Clarification at (208) 334-8084. For Technical questions, contact Steve Watkins at (208)

Fax ALL questions regarding this bid to: (208) 332-4109

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

<http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: E-009390 Bid Close Date: 5/3/06 – 5:00 PM Bid Open Date: 5/4/06 – 10:30 AM Item Bidding: Roadside Mowing – Dist 5
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Mailing Address

Idaho Transportation Department
Supply Services Purchasing Section
P.O. Box 7129
Boise, Idaho 83707-1129

Special Provisions

District Five Roadside Mowing Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida & Power Counties

SCOPE OF WORK

This project will involve mowing the shoulder vegetation along: I-15, I-86, US-91, US-30, and SH-40 in District Five.

COMPLETION DATE AND LIQUIDATED DAMAGES

The work shall start on **August 28, 2006** and be completed by **October 13, 2006**.

The amount of Liquidated Damages for failure to complete the work on time on this project will be \$500.00 per day.

The term of this contract will be for one (1) year, with the option to renew under the same terms and conditions for two additional one year terms, with mutual agreement between Contractor and ITD. Upon mutual agreement, renewal will commence on **August 27, 2007** and be completed by **October 12, 2007**.

CONTRACTORS NOTES

Pre-Bid Conference & Pre-Construction Meeting

A **mandatory** pre-bid conference and site inspection will be held on **April 24, 2006**, at 9:30 a.m. at the District 5 Idaho Transportation Department main office located at 5151 South Fifth Ave., Pocatello Idaho. The purpose of the conference is to answer questions related to this proposal and define scope of work.

After the contract has been awarded and before work commences the contractor shall meet with the ITD District Five Maintenance Engineer and/or his representatives to discuss the contract terms and work performance requirements.

Employment Agency 5/97

The designated employment agency is as follows:

Idaho Dept. of Labor,
P.O. Box 4087,
430 N 5th Ave,
Pocatello, 83205-4087

Idaho Dept. of Labor
P. O. Box 9
155 N Maple
Blackfoot, 83221-0009

Shoshone-Bannock Tribe,
Tribal Employment Rights Officer,
P O Box 306,
Fort Hall, 83203
(208) 478-3848

Tribal Regulations 8/01

This project is located, in whole or part, on Indian lands of the Shoshone-Bannock Tribe which has enacted Tribal Employment Rights Ordinances governing employment practices and taxes levied on all CONTRACTORS and SUBCONTRACTORS working on Tribal lands.

The Contractor shall comply with the requirements of the tribal regulations and shall submit the agreement to the Engineer before work on the project can start.

Contact with the Tribe shall be made through Shoshone-Bannock Tribes, TERO Compliance Officer (Denell Broncho), P.O. Box 306, Fort Hall, Idaho 83203, telephone (208) 478-3847.

Examination of Site

Before submitting a bid to the State, bidders are urged to visit the site where the services are to be performed and fully inform themselves of all the conditions and limitations. Failure to do so will in no way relieve the successful Contractor of the responsibility in furnishing sufficient equipment and personnel to perform all duties described in the special provisions without additional cost to the State. An appointment with District 5 Maintenance Engineer, Steve Gertonson, Pocatello, Idaho, (208) 239-3309, should be made at least 24 hours in advance.

Work Hours

Roadside mowing shall be scheduled to avoid events such as holidays, events that may cause traffic peaks and associated congestion. Mowing may be performed between one (1) hour after sunrise and one (1) hour before sunset except in the following areas:

I-15 MP 67.00- MP 73.00
I-86 MP 58.00 – MP 63.00

The work hours for the section on I-15 and I-86 shown above shall be 8:30 a.m. to 4:30 p.m.

Beginning September 1, 2006 to September 11, 2006 no Mowing will be allowed on I-15, MP 71 to MP 111.9. This restriction is due to the increased traffic associated with the Eastern Idaho State Fair in Blackfoot, Idaho. The same restriction will be enforced during the appropriate dates in 2007.

Bond Requirements

The lowest responsive, responsible bidder shall furnish a performance bond and a payment bond, each in the amount of the contract amount.

SP's

SP-1

Mowing I-15 MP 0.00 to MP 111.90

SP-2

Mowing I-15 Interchange (I.C.) No. 57, 69, Flying Y, & 98, I-86 I.C. No. 56, 22 & Inkom P.O.E., McCammon B-Loop, Inkom B-Loop

SP-3

Mowing I-86 MP 14.82 to MP 62.33

SP-4

Mowing U.S.91 MP 0.00 to 42.54 and MP 81.58 to MP 120.56

Mowing U.S.30 MP 330.82 to MP 333.83 and MP 359.74 to MP 455.48

Mowing S.H.40 MP 0.00 to MP 2.74

Purpose:

Strip Mowing shall include mowing a 12 foot swath or a full mower width of vegetation if mower is greater than 12 foot adjacent to the edge of the pavement, and also include all mowing necessary to maintain adequate sight distances at curves, off ramps, on ramps, signs, delineators, and other roadside structures.

Solid mowing shall include mowing all unpaved areas in the entire right-of-way from fence to fence, except slopes steeper than 3:1.

Mowing on secondary highways is to be a minimum of 6 feet if shoulders are steeper than 3:1 and maximum of 8 feet if shoulder is 4:1 or flatter.

Construction Requirements:

The work shall include furnishing all labor, equipment, supplies, tools, and materials required to effectively mow roadsides on Department property and right of way (R/W) as described in the general requirements, work locations, and schedule prescribed herein.

All mowers must be equipped with manufacturer's safety device(s) to prevent damage to property caused by flying debris propelled from under the mower. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times.

In addition to the work outlined in this document, the contract requires the Contractor or a Contractor's representative to be on site at all times, capable and authorized to confer on a daily basis with the District Maintenance Engineer

(Engineer) or his designated representative, concerning work units, and problems or situations that may arise.

The Contractor shall clean all mowing equipment of accumulated clippings and soil prior to delivery to the project and at the start of each work day to reduce the potential spread of noxious weed seeds and other undesirable vegetation. The clippings removed from mower(s) shall be bagged and disposed of by the contractor and shall not be deposited on the ground.

Mowing or trimming will be performed around all appurtenances that are within the designated areas described herein to be mowed. Mowers shall mow to the right of all delineators to maintain a 12 ft. minimum mowed area. In areas that mowers can't negotiate the terrain, this area will be hand trimmed.

All center medians and outer separations less than the width as designated in the Work Areas shall be mowed full width. When the median or outer separation is greater than the specified width, a designated strip width shall be mowed along each side. (See typical sheet attached)

Mowing shall include smooth and gradual transitions between areas where designated mowing widths vary. The rate of transition shall be designated in the Work Areas or in the attached Exhibits.

The Contractor shall mow as close as possible to all fixed objects exercising extreme care so as to not damage trees, plants, shrubs, signs, delineators, or other appurtenances which are a part of the roadside. Hand trimming around such objects shall be required of the Contractor. Weed trimmers must be equipped with a metal cutting blade. Trimming will follow the mowing operation and completed the same day with the mowing. All guardrails shall be trimmed around the front, between posts, and behind a minimum of four (4) ft. clear cut around them. Any damage to roadside appurtenances by the Contractor shall be repaired or replaced at the contractor's expense with approved materials. If repairs are done by State personnel, the contractor will be billed for the cost incurred for the repairs. If delineators are damaged by Contractor equipment they will be replaced by State forces at a cost of \$35.00 per delineator.

Mowers shall be adjusted for a cutting height so that approximately 6" of the mowed vegetation remains standing (See Detail Sheet, sheet 5 of 16). Contractors mowing speed shall be such so no uncut vegetation remains in the wheel path. If uncut vegetation from the wheel path remains no payment will be made for that area until another pass is made.

The Department will determine and identify all non-mow, special vegetation management areas and stands of wildflowers that will be excluded from mowing requirements. All areas will be identified prior to commencement of work.

The Contractor shall exercise caution so as not to allow debris to be thrown on the traveled roadway and shall immediately remove and properly dispose of any debris which may be thrown on the roadway by the mowing operation. Mowed grass will not normally be removed unless it is deposited on the traveled traffic lanes in quantities large enough to become unsightly or a traffic hazard as

determined by the Engineer. No additional payment will be made for removal of debris or grass from the roadway surface.

Mowing will not be permitted when, in the opinion of the Engineer, soil and weather conditions are such that the right-of-way will be damaged. No payment will be made for the standby time when, in the opinion of the Engineer, soil or weather conditions do not allow mowing. Contract time will not be charged when mowing is stopped due to weather conditions.

The Engineer or designated representative, will answer all questions which may arise as to the quality and acceptability of work performed. The Department will have final say as to disputes.

The Contractor shall observe and comply with all applicable laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his subcontractors.

Mowers and support vehicles shall be operated in the direction of traffic flow during mowing. At no time shall any equipment travel against traffic.

All vehicles and machinery operating on or from the traveled way or road shoulder shall be equipped with at least one roof mounted, high intensity rotating or strobe type amber flasher readily visible from front and rear for at least 1/2 mile.

Approved fire retardant and extinguishing equipment shall be immediately available for use and attached to each piece of equipment in case of fire caused by mowing operations.

The inserted Traffic Control Plan (sheet 16 of 16 of the detail sheets) shall be the minimum traffic control required. The Contractor may choose to use the included Traffic Control Plan and must submit a letter confirming use. If the included Traffic Plan does not meet the contractor's mode of operation, the contractor shall be required to submit a new Traffic Control Plan to the District Five Traffic Engineer five working days prior to commencement of work for approval.

Traffic shall be maintained through the work area and protected in accordance with the **Manual on Uniform Traffic Control Devices (MUTCD), latest edition.**

The Contractor shall provide, erect and maintain all traffic control signs and devices, and traffic control for the occupied work areas in accordance with the requirements contained in these specifications and shall take all necessary precautions for the protection of the work and the safety of the public. Traffic control devices shall conform to the current Manual on Uniform Traffic Control Devices (MUTCD), Part VI published by the US Department of Transportation, Federal Highway Administration. All traffic control devices, i.e. (drums, cones, tubular markers, barricades, etc.) shall be required to have class "B" reflective sheeting and may be supplemented with battery operated flashing warning lights. All signs and traffic control devices remain the property and responsibility of the Contractor. Mowing shall not start until traffic control devices are in place for the work area.

Traffic control devices shall be covered, turned, or removed from the roadway when work is not taking place. When flaggers are present, signing for the flagging operation shall be required. All flaggers shall be certified and equipped with radios that are capable of communicating at least 5 miles. Flagging shall be considered incidental, no separate payment will be made for flagging. Contractor shall provide a shadow vehicle that is in constant visual contact with mowing operation. This unit shall not be used in conjunction with the trimming operation.

When not in use, equipment shall be parked no closer than 30 feet from the edge of the roadway. Vehicles and machinery not currently used in the work shall be parked off the right of way at approved locations to minimize interference with the normal use of the highway. Equipment shall be the responsibility of the Contractor.

The cost of furnishing, installing, and maintaining signs, cones, or other traffic control devices and personnel will be incidental to the unit price for mowing. No payment will be made for standby or downtime.

Work Areas:

The work areas are as follows: See Detail Sheets 5 through 13 of 14 for details on additional areas to be mowed. Sequence of work shall be approved by the Engineer.

SP-1 / Mowing, I-15 MP 0.00 to MP 111.90

Strip mow 12 feet from roadway on all foreslopes and interchange foreslopes from Milepost 0.00 to Milepost 111.90. Solid mow at least 100 ft. each side of designated emergency crossovers.

Estimated Acres 651

Exceptions:

No mowing is required wherever the Interchanges have been landscaped and are under the care of other entities.

SP-2 / Mowing, I-15 Interchange No. 57, 69, Flying Y, & 98; I-86 I.C. No. 56, 22, Inkom P.O.E., Inkom B-Loop, and McCammon B-Loop

Solid mow all unpaved areas (except slopes steeper than 3:1) on the roadside and the median right-of-way at I.C. No.57, Flying Y, I.C. No. 98 and I-86 I.C. No. 56, I.C. No. 22, Inkom P.O.E., and the North East quadrant of I.C. No.69.

Estimated Acres 80

Exceptions:

No mowing where landscaping has been completed at Inkom Port of Entry.

SP-3 / Mowing, I-86 MP 14.82 to MP 62.33

Strip mow 12 feet from roadway on all foreslopes and interchange foreslopes from MP 14.82 to MP 62.33. Solid mow at least 100 ft. each side of designated emergency crossovers.

In the following locations mowing will extend to the right-of-way fence:

I-86 MP 55.7 to MP 57.7

Estimated Acres 306

Exceptions:

Landscaped areas at Chubbuck Interchange No.61, and West Pocatello Interchange No.58 where aggregate has been placed

**SP-4 / Mowing, US-91 MP 0.00 to 42.54 and MP 81.58 to 120.56,
US-30 MP 330.82 to MP 333.83 and MP 359.74 to MP 455.48,
I-15B McCammon, Inkom, Blackfoot
SH-40 MP 0.00 to MP 2.74**

Strip mow a minimum of 6 feet from roadway on shoulders steeper than 3:1. On shoulders 4:1 or flatter mow a minimum of 8 feet unless specified in special provisions.

In the following locations mowing will extend to the right-of-way fence:

US-30 MP 359.7 to MP 361.0

I-15B McCammon MP 3.4 to MP 3.6

Estimated Acres 380

Method of Measurement: Mowing will be measured by the Acre.

Variation in Quantities: The state reserves the right to make, at any time during the progress of the work, such increases and decreases in quantities of contract items as necessary to satisfactorily complete the project.

Such increases or decreases shall not invalidate the contract nor release the surety. The Contractor agrees to perform the work as altered.

Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of such item of work with the contract bid quantity. If the total pay quantity of any item of work varies from the bid quantity by 25 percent more or less, payment will be made at contract unit price(s). If, however, the total pay quantity of an item of work varies from the bid quantity by more than 25 percent, an adjustment in price will be made to the contract upon written request of either party.

The basis for the adjustment shall be agreed upon prior to the performance of the work. Such adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost to perform the work plus 6 percent profit. The adjustment to the unit cost will be made for work in excess of 125 percent, or less than 75 percent of the contract bid quantity on an agreed price basis. If no agreement on price can be reached, then the Engineer may establish a price he considers fair and equitable or he may have the work done on a force account basis.

Basis of Payment: The accepted quantities for the items will be paid for at the contract unit prices for the items listed below. Payment will be made on plan quantities except for authorized additions or deletions.

PAY ITEM

PAY UNIT

Mowing

Acre

Definitions:

Appurtenances:	Delineators, signs, posts and other objects within the mow zone.
Backslope:	Roadside from the bottom of the ditch to the fence or the ROW boundary
Department:	Idaho Transportation Department
Engineer:	District Maintenance Engineer or designated representative.
Foreslope:	Roadside from the pavement shoulder to the bottom of the ditch.
Inside:	That area being the median between the roadways.
Interchanges:	Any of the entrances or exits on an Interstate where traffic can enter or depart.
Median:	Unpaved area between two way traffic on a divided highway.
MUTCD:	Manual on Uniform Traffic Control Devices.
Outer Separations:	Roadside adjacent to interchanges and road excluding Median.
Outside:	That area between the edge of roadway and the right of way fence.
Roadside:	All unpaved land in the entire right-of-way.
Shoulder Strip Mowing:	That area including the foreslope plus designated backslope or embankment slope consisting of a continuous and defined swath for a prescribed distance.
Shoulder:	The strip of land along the edge of a paved road.
Solid Mowing:	That area so designated that requires mowing of all unpaved areas in the entire right-of-way from fence to fence within areas or situations that require a more manicured look or more detailed scheduling requirements.
Spot (Safety) Mowing:	That area so designated that deals with specific situations that will result in improved visual impact, maintain sight distances such as inside curves, on ramps, off ramps, intersections, and private entrances, to reduce the possibility of drifting snow due to excessive roadside vegetation height, or to reduce the likelihood of concealing livestock or wildlife.
State:	Idaho Transportation Department
Structures:	Overpasses, bridges, guardrails, sign installations.
Swath:	The width, which may vary, covered with one pass of a mowing device.
Transition Mowing:	An area so designated that blends from an area that is not mowed to an area that will be mowed. Avoids abrupt changes in the mowing patterns to reduce visual impact or to provide adequate sight distances for signs, other roadside structures and intersections.
Work Units:	A definite amount or quantity of work used as a standard of measurement. May be used to measure a prescribed amount of work such as per hour, per acre, per mile etc.

II. PROPOSAL GUIDELINES

1. Pre-proposal Conference

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2. Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

3. Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

4. Irregular Proposals

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If the required Public Works License Number(s) is not inserted on the Signature Page.

5. Proposal Guaranty / Surety Bond Requirements

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Quotation.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

6. Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

7. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

8. Execution / Award of the Contract

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

9. Failure to Execute Contract

Failure to execute the contract and file acceptable bonds within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

10. Return of Proposal Guaranty

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

III. TERMS AND CONDITIONS

1. Contract Term

Contract term is non-renewable. Work shall not commence before July 1, 2006. All work shall be completed in forty (40) working days.

2. Payment Requirements

Payments will be made as provided: Upon satisfactory completion of services specified herein, the Contractor will be paid monthly as soon as possible after receipt of invoices. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

3. Changes

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

4. Claims for Adjustment and Disputes

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

5. Compliance

If the Department registers a formal and written complaint with the Contractor in respect to undesirable or unsanitary conditions, the Contractor will have 72 hours in which to respond in person to the complaint, to the project Coordinator to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 16 TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the project coordinator may require periodic and joint inspections of the area with the Contractor to discuss and point out Contractor's violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

6. Termination For Default

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

7. Termination For Convenience

- A. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.
- B. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

8. Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

9. Insurance Requirements

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage's. A certificate of insurance will be required of the contractor selected.

- 1) Worker's Compensation. The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

- 2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- 3) Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.
- 4) The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

Required Insurance:

1. Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.
2. Automobile Liability Insurance
The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional requirements:

State of Idaho as Additional Insured. The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change. The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

10. TITLE VI ASSURANCES

I. APPLICATION

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:
The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination:
The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:
In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. LABOR PROVISIONS

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

INTENTION TO RESPOND

No Fax Cover Sheet Is Required

FAX BACK: 208 334-8824

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSING ON: 5/3/06 @ 5:00 P.M.
A.M.

BID OPENS ON: 5/4/06 @ 10:30

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Company intends to attend the Mandatory Pre-Bid – Walk Through on: April 24, 2006 at 9:30 AM
at the ITD District 5 Main Office, located at 5151 South 5th Avenue, Pocatello, Idaho

_____ Other Message/Comments: _____

Company Name _____

Individual/Owner's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____

(Please Print)

Phone # _____ Fax # _____

BID SCHEDULE

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

Requisition Number: K-301380

Contractor / Business Name: _____

ITEM COST	LOCATION	QUANTITY (ACRES)	PRICE PER ACRE	EXTENDED PRICE
SP-1	I-15 / MP 00.00 TO MP 111.90	651	\$	\$
SP-2	I-15 / IC #57, 69, FLYING Y, 98, INKOM POE, I-86 / IC # 56 & 22	80	\$	\$
SP-3	I-86 / MP 14.82 to MP 62.33	280	\$	\$
SP-4	US-91 / MP 00.00 to MP 42.54, MP 81.58 to MP 128.56; US-30 / MP 330.82 to MP 333.83, MP 359.74 to 445.48; I-15B / McCammon, Inkom, Blackfoot; SH-40 MP 0.00 to MP 2.74	355	\$	\$

TOTAL COST \$ _____

AWARD TO BE “ALL OR NONE”

This page MUST be returned with your BID Documents

IDAHO TRANSPORTATION DEPARTMENT SIGNATURE PAGE

THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE AND RETURNED WITH YOUR BID DOCUMENTS!!!

April 20, 2006

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

REQUISITION #: E-009390

The Idaho Transportation Department is seeking qualified bidders to furnish all materials, equipment and labor for Roadside Vegetation Mowing at Various Locations, as per the specifications.

PUBLIC WORKS CONTRACTORS LICENSE #

FEDERAL IDENTIFICATION #

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contractors Signature/Authorized Signature:

Printed Signature

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

**THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR
BID DOCUMENTS!**

B I D P R O P O S A L

TO: IDAHO TRANSPORTATION BOARD
Idaho Transportation Department
Division of Highways

In compliance with your invitation for bids to be received: **May 3, 2006 @ 5:00 P.M., and Opened on May 4, 2006 @ 10:30 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for **MOWING THE SHOULDER VEGETATION ALONG: I-15, I-86, US-91, US-30, AND SH-40 IN BANNOCK, BEAR LAKE, BINGHAM, CARIBOU, FRANKLIN; ONEIDA AND POWER COUNTIES** as directed at the designated areas, as per the specifications contained in Requisition Number E-009390.

On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

The bidder further agrees that if awarded the contract, work will commence on August 28, 2006 and be completed by October 13, 2006.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **C O R P O R A T E** CONTRACTORS

Date _____, 2006

Name, Address and Phone Number of
Corporation: _____

Phone Number _____

Idaho Public Works Contractors License Number _____

Incorporated under the laws of the State of _____

Name & Address of President _____

Name & Address of Secretary _____

Name & Address of Treasurer _____

SIGNATURE

President, Vice President, etc...

State of _____, County of _____ ss

On this _____ day of _____, in the year _____, before

me _____, personally appeared _____,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public for _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **PARTNERSHIP**

Date _____, 2006

Name, Address and Phone Number of Bidder: _____

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of _____, County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared

(Notary Public)

_____, known or identified to me to be one

of the partners in the partnership of _____

(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing

instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public For _____

Residing at _____

My Commission Expires on:

P-3-B

Page 2 of 2

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date _____, 2006

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Owner")

Address

(Name & Title, as "Owner")

Address

State of _____, County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be the
person whose name is subscribed to the within instrument, and acknowledged to me that

_____ executed the same.
(he/she/they)

Notary Public For _____

Residing at _____

My Commission Expires on:

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: _____

STATE OF DOMICILE: _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!

THIS PAGE IS NOT REQUIRED WITH THIS BID

SUBCONTRACT REQUIREMENTS

PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY

1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
3. Subcontractors named in accordance with the provisions of Paragraph 1 must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which the subcontractors is named.
4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:

- a. Subcontractor for the **Plumbing** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's License # is

- b. Subcontractor for the **Electrical** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's License # is

- c. Subcontractor for the **HVAC** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's License # is

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENT

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that

_____ complies with the provisions of Section 72-1717 Idaho
(Contractor Name)

Code (Drug Free Workplace program); that _____ provides a
(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, title 72,

chapter 17 and will maintain such program throughout the life of a state construction contract

and that _____ shall subcontract work only to subcontractors meeting
(Contractor Name)

the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS

BIDDERS RESPONSIBILITY PAGE

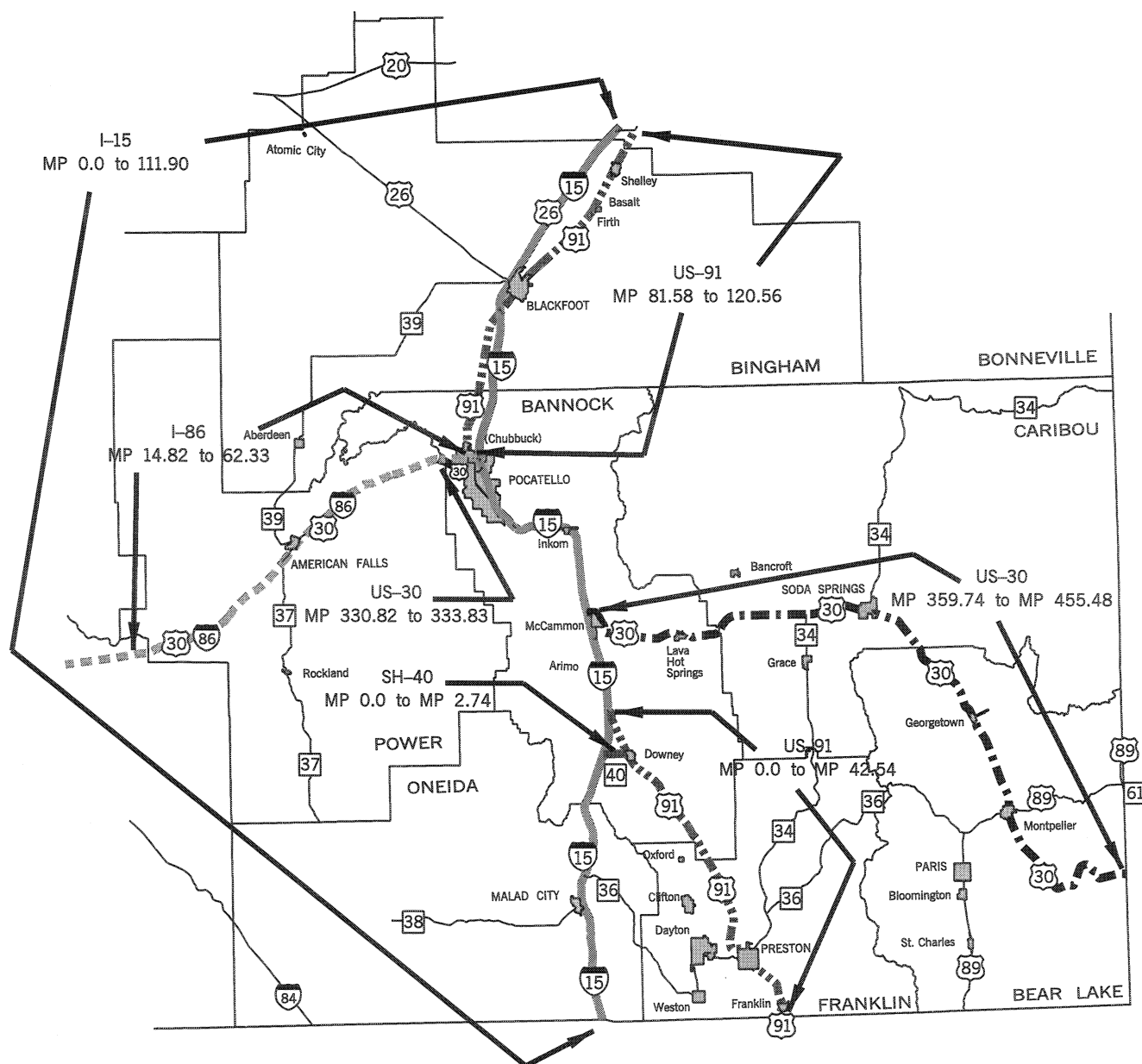
PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1.) **Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts - EFFECTIVE: January 1, 2006.** Idaho Code, Section 72-1717, the following document is required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.
 - **Affidavit of Alcohol and Drug Free Workplace Program**
- 2.) **“Signature Page”**
 - Public Works License Number must be inserted
 - Page must be signed with an original signature
- 3.) Bid Response
 - Individual, Partnership, or Corporation
 - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) Subcontractor form SC-1 – **as required per specifications**
- 7.) A 5% Bidders Bond or Cashier’s Check
- 8.) **All Addenda** Must be Signed and returned with your Bid Documents. It is the Bidder’s responsibility to verify if an addendum was issued.
- 9.) **ALL BIDS** must be submitted in a sealed enveloped with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 10.) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 11.) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 332-8968. <http://www2.idaho.gov/dbs>
- 12.) **WORKERS’ COMPENSATION INSURANCE:** - Per Idaho Code 72-216. Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. – It shall be the Contractors responsibility to request, each year, a current certificate of insurance is sent to the Agency. Non-Compliance will result in the forfeiture of Contract and all Bonds.
- 13.) **GENERAL AND AUTOMOBILE LIABILITY INSURANCE:** - Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds.
- 14.) **CONTRACTORS REGISTRATION:** - Per Idaho Code 54-5204. A copy of the certificate shall be submitted with the signed contracts. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds.



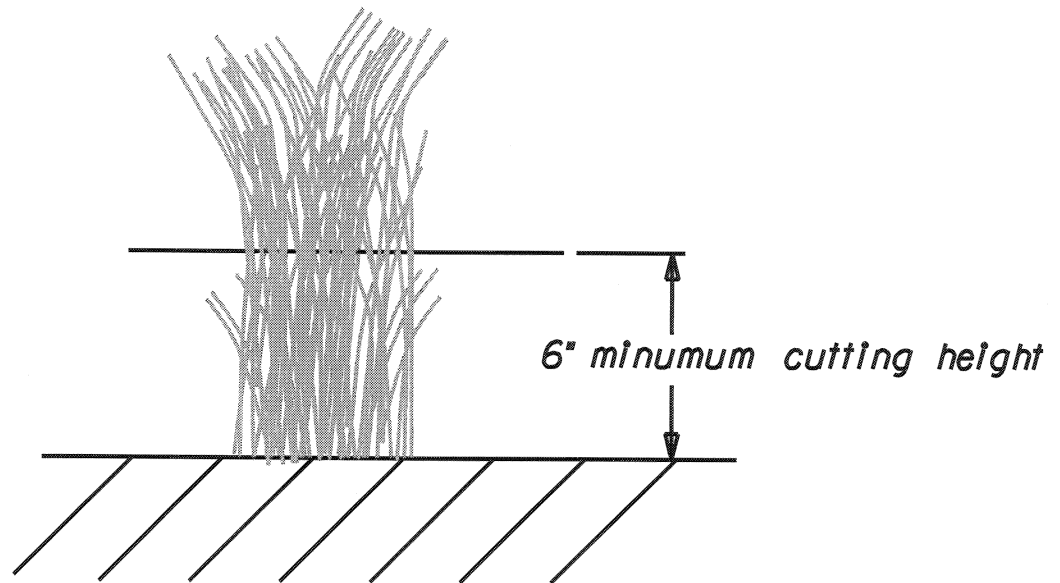
ITD 1767
Form use: Mtce Projects

VICINITY MAP DISTRICT 5 MOWING I-15, I-86, US-30, SH-40, US-91



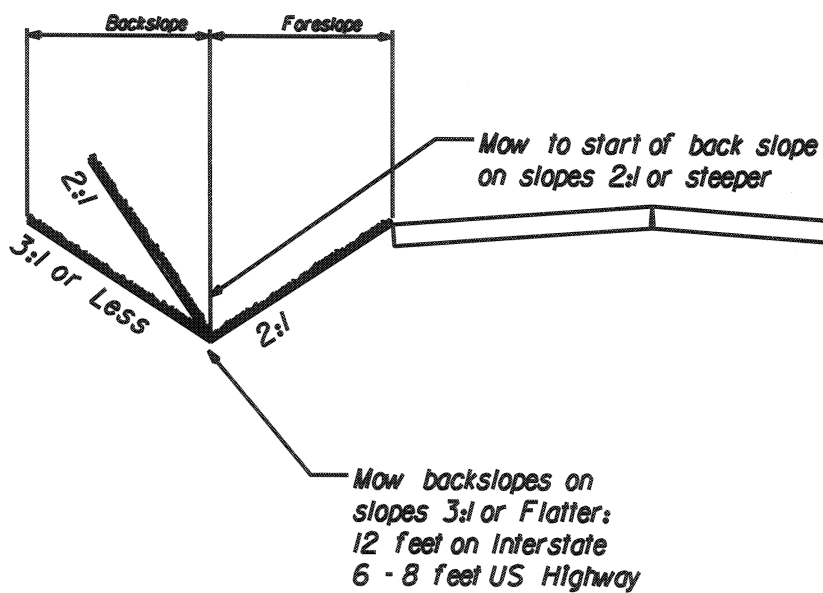


MINIMUM CUT HEIGHT

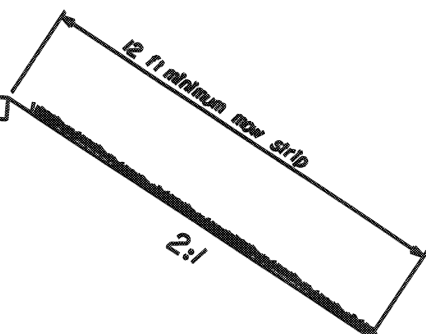


ROADWAY CROSS SECTION

Cut Section

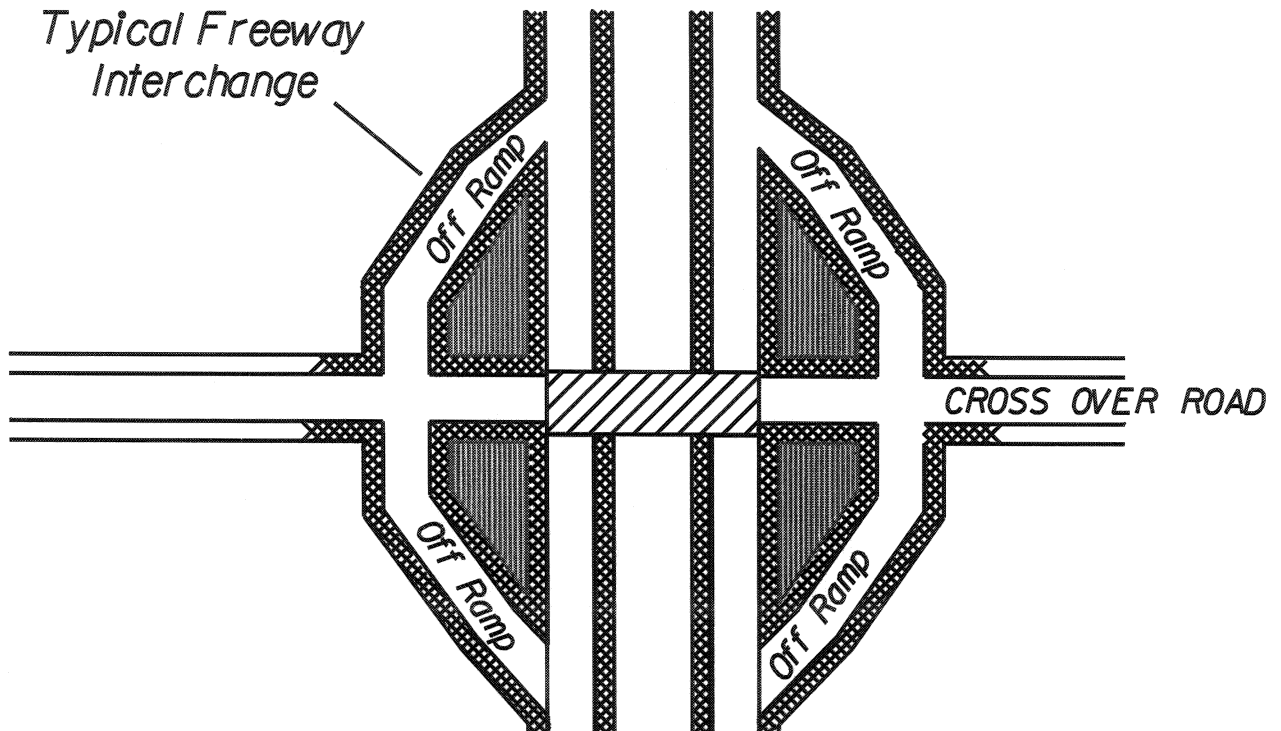


Fill Section

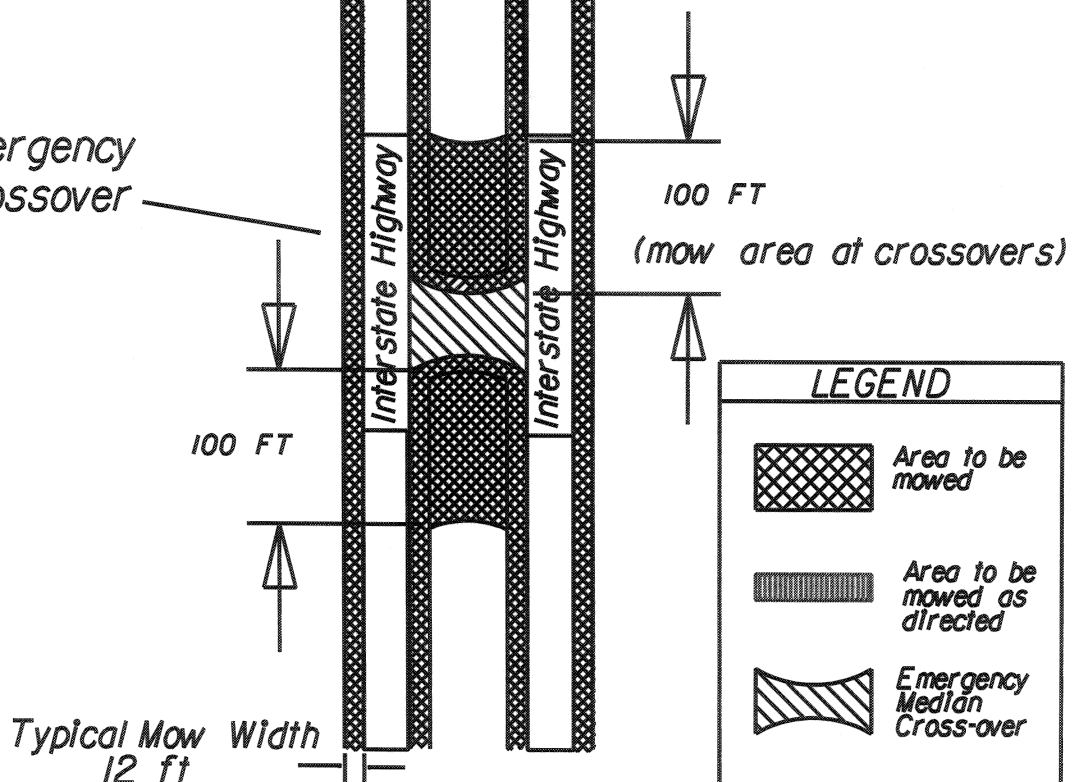








Typical Freeway Interchange



Typical Emergency Median Crossover



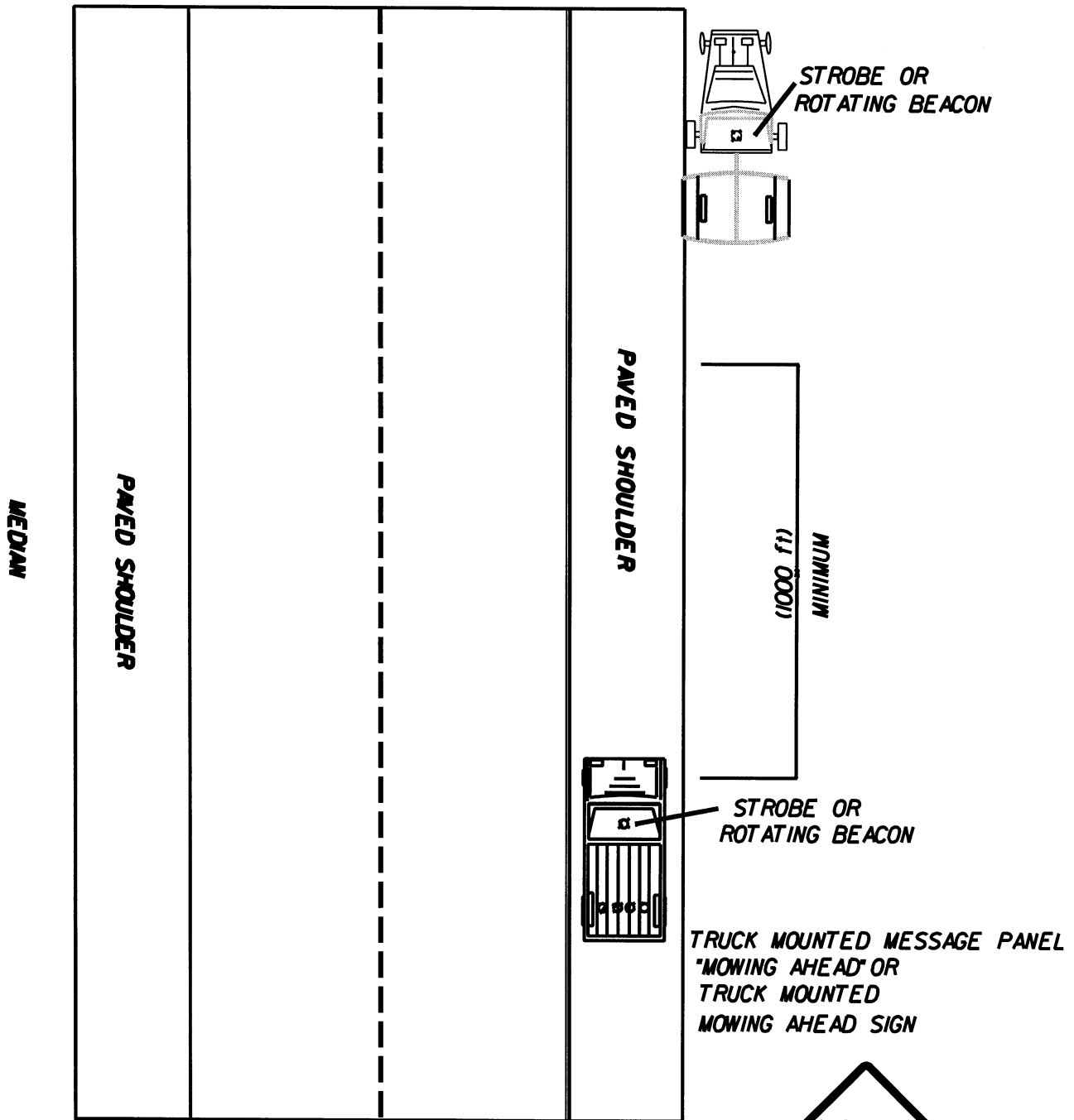
LEGEND

-  Area to be mowed
-  Area to be mowed as directed
-  Emergency Median Cross-over
-  Bridge Deck



MOWING OPERATIONS

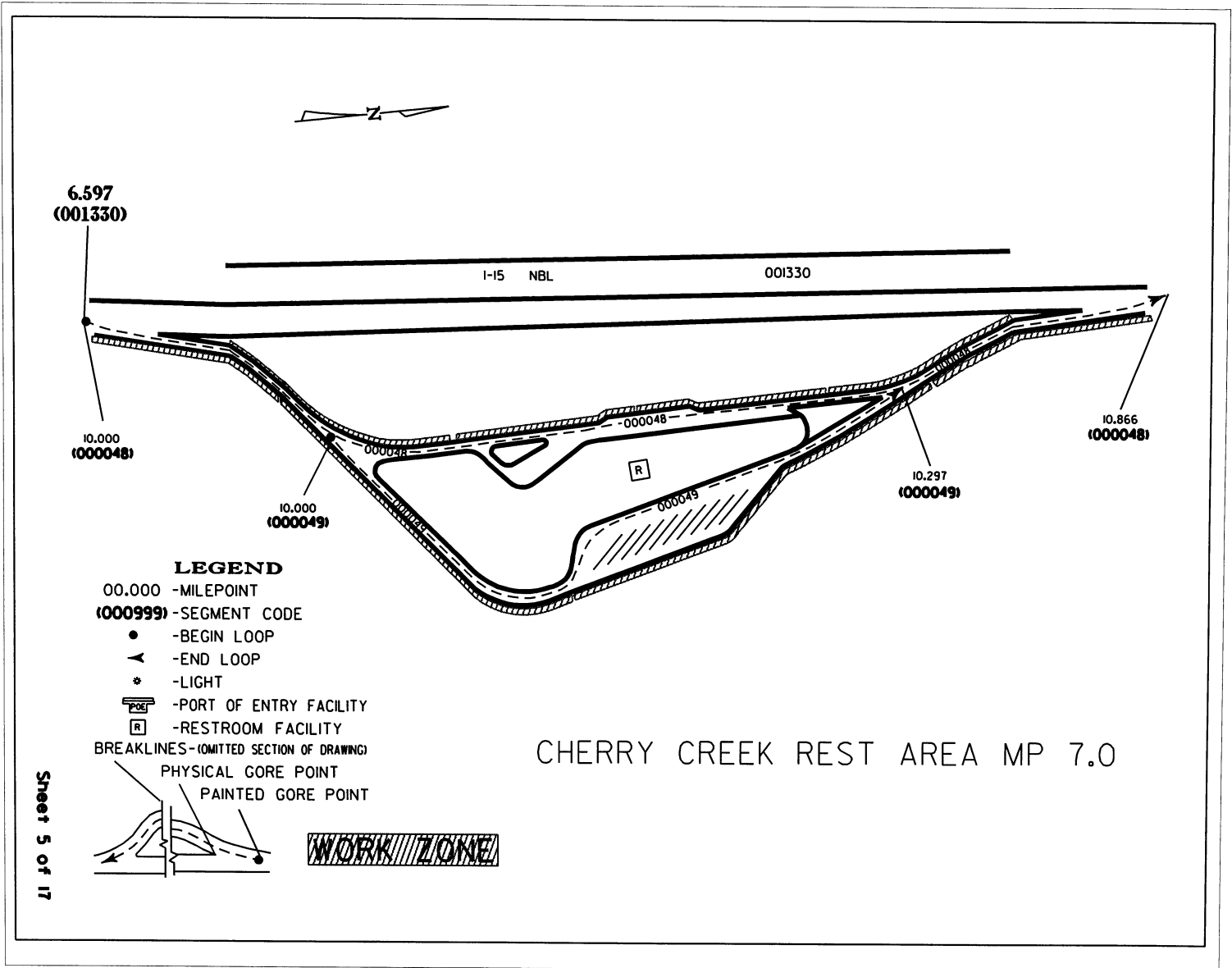
(MINIMUM TRAFFIC CONTROL)

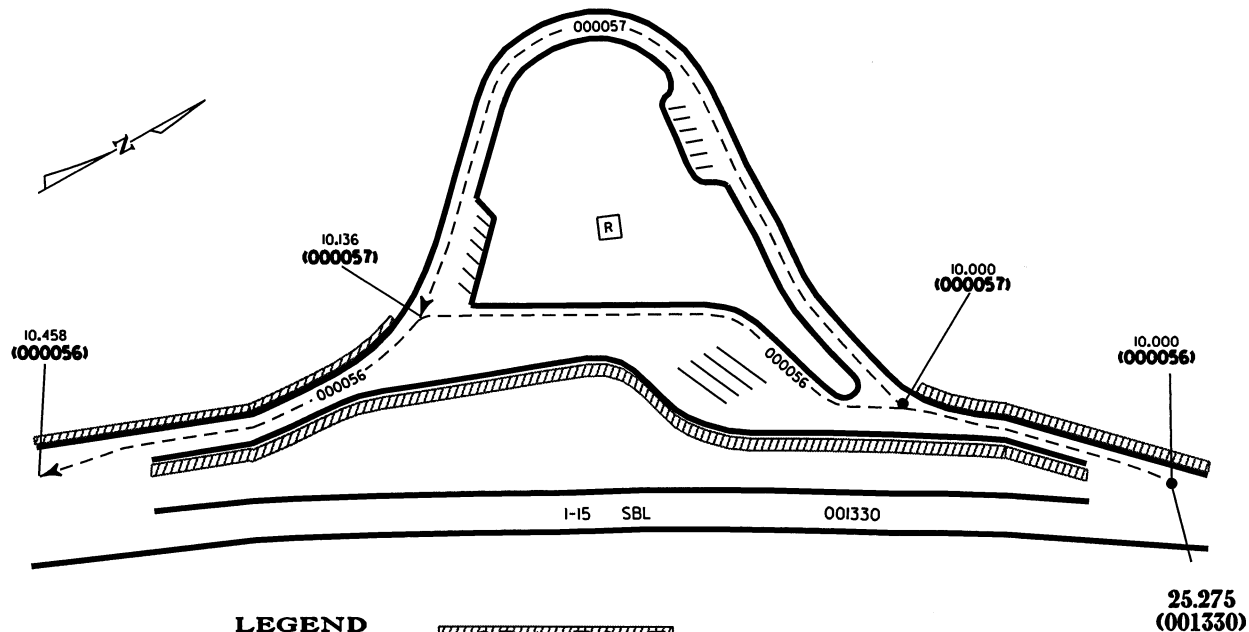


**MOBILE OPERATION TO BE IDENTICAL
FOR BOTH SHOULDERS**





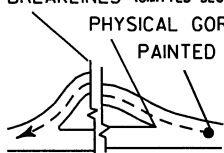
**W21-14B
16 SF ORANGE
MOUNTED 4 FT
ABOVE THE GROUND**





LEGEND

- 00.000 - MILEPOINT
- (000999) - SEGMENT CODE
- - BEGIN LOOP
- ▲ - END LOOP
- * - LIGHT
-  - PORT OF ENTRY FACILITY
-  - RESTROOM FACILITY
- BREAKLINES - (OMITTED SECTION OF DRAWING)
- PHYSICAL GORE POINT
- PAINTED GORE POINT



MALAD SUMMIT REST AREA MP 25.0

WORK ZONE

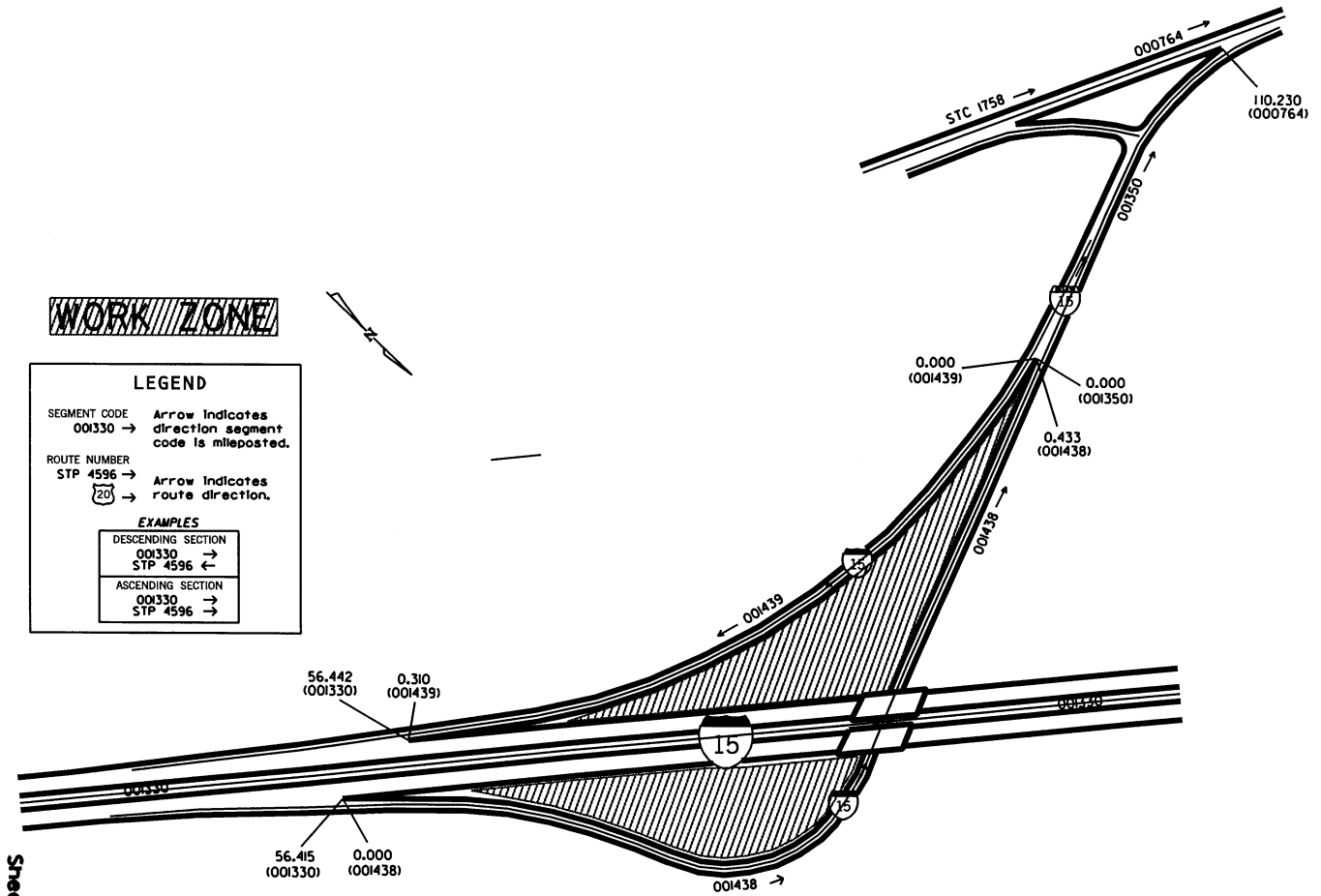
LEGEND

SEGMENT CODE
001330 → Arrow Indicates
direction segment
code is mileposted.

ROUTE NUMBER
STP 4596 → Arrow Indicates
route direction.
20 →

EXAMPLES

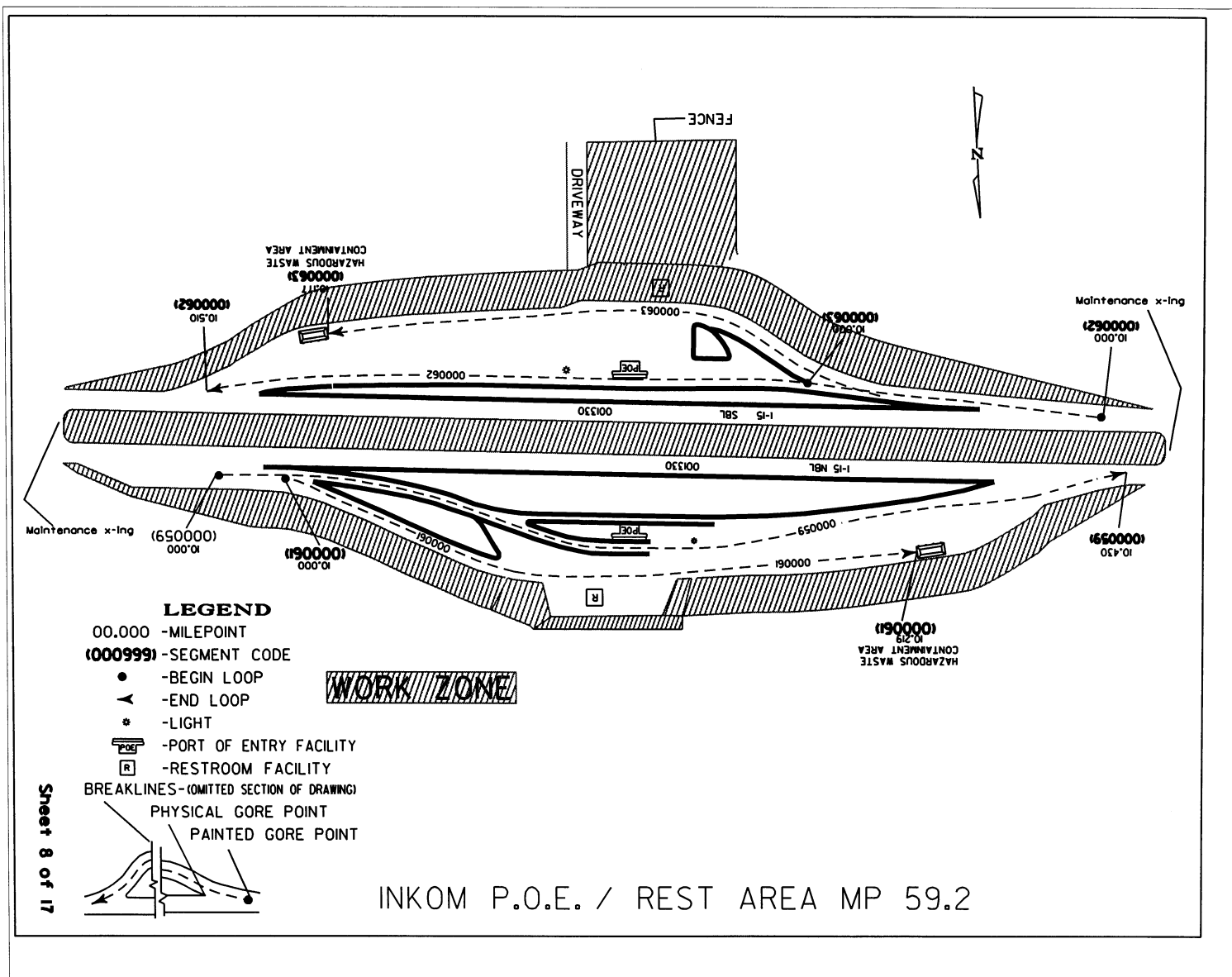
DESCENDING SECTION
001330 →
STP 4596 ←
ASCENDING SECTION
001330 →
STP 4596 →

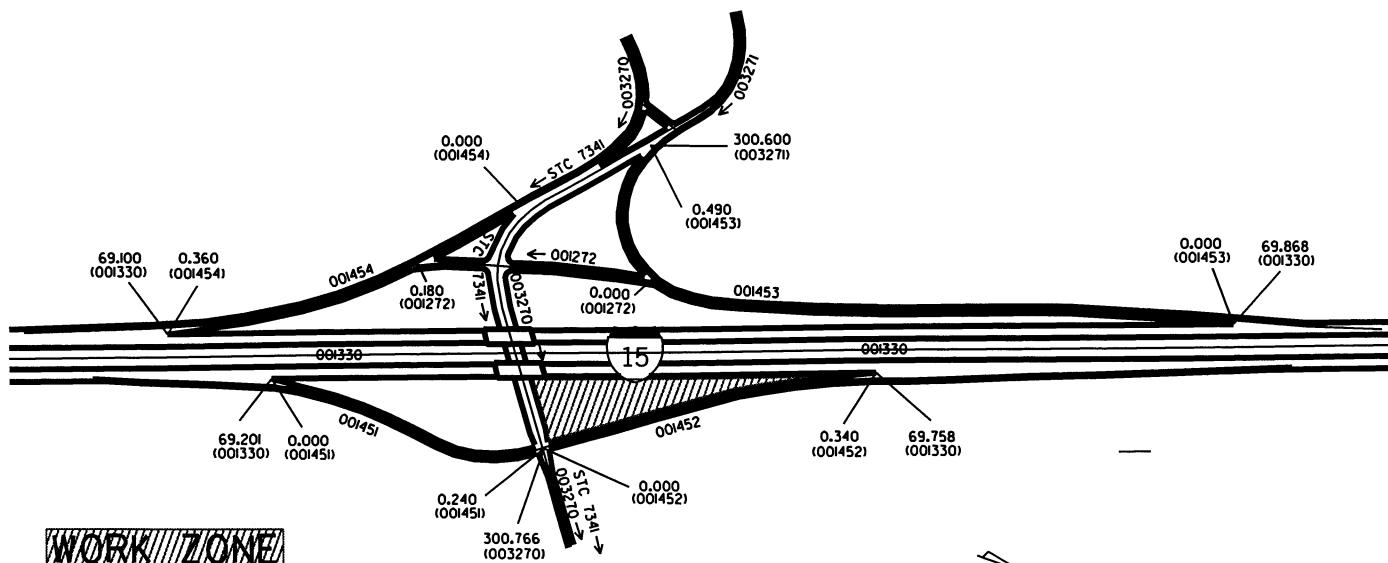


Sheet 7 of 17

INKOM SOUTH I.C. 57

DIAGRAM REVISED 5/94





WORK ZONE

LEGEND

SEGMENT CODE
001330 → Arrow Indicates
direction segment
code is mileposted.

ROUTE NUMBER
STP 4596 → Arrow Indicates
route direction.
20 →

EXAMPLES

DESCENDING SECTION	
001330	→
STP 4596	←
ASCENDING SECTION	
001330	→
STP 4596	→

CLARK STREET I.C 69

DIAGRAM REVISED 5/94

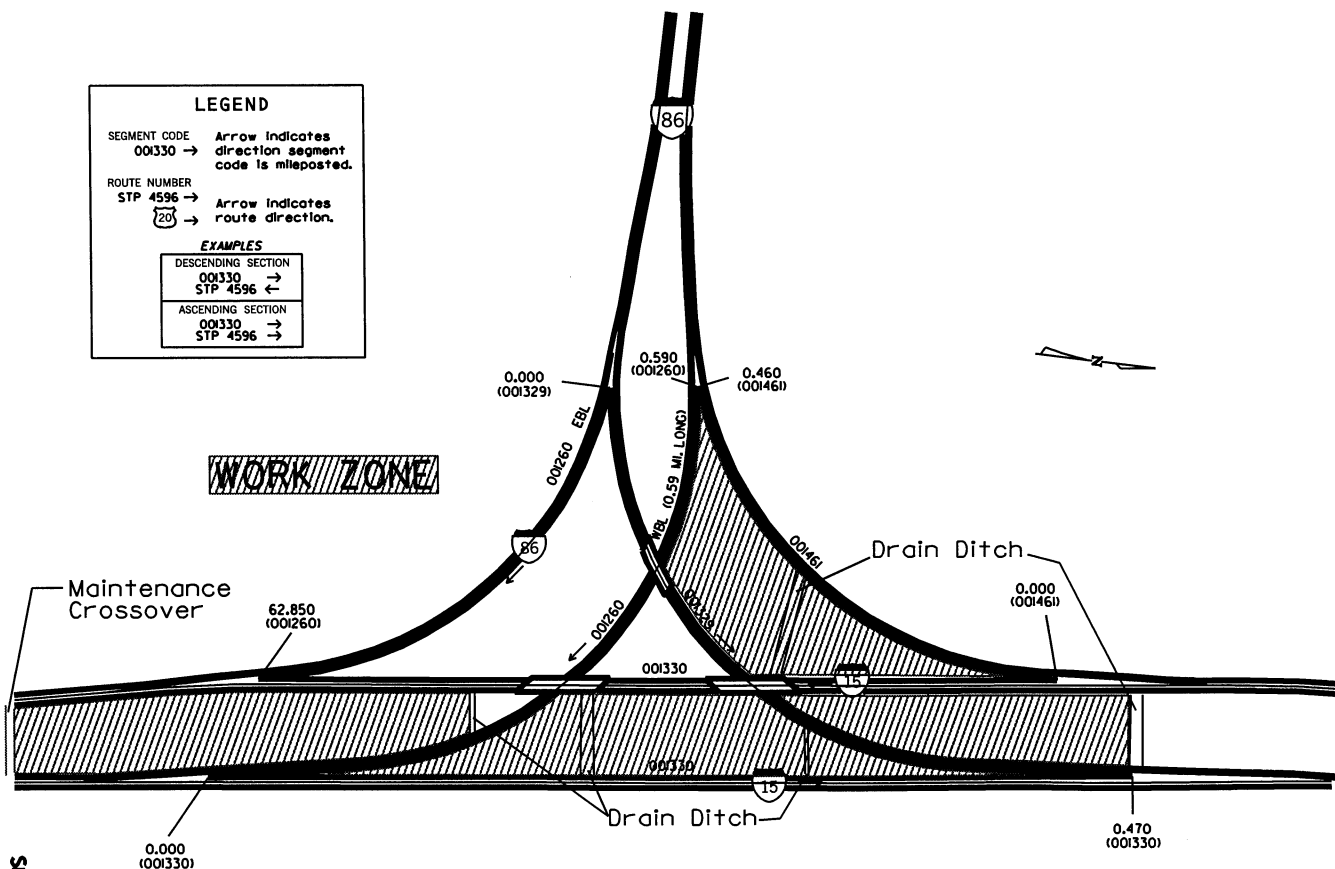
LEGEND

SEGMENT CODE
00330 → Arrow Indicates direction segment code is mileposted.

ROUTE NUMBER
STP 4596 → Arrow Indicates route direction.

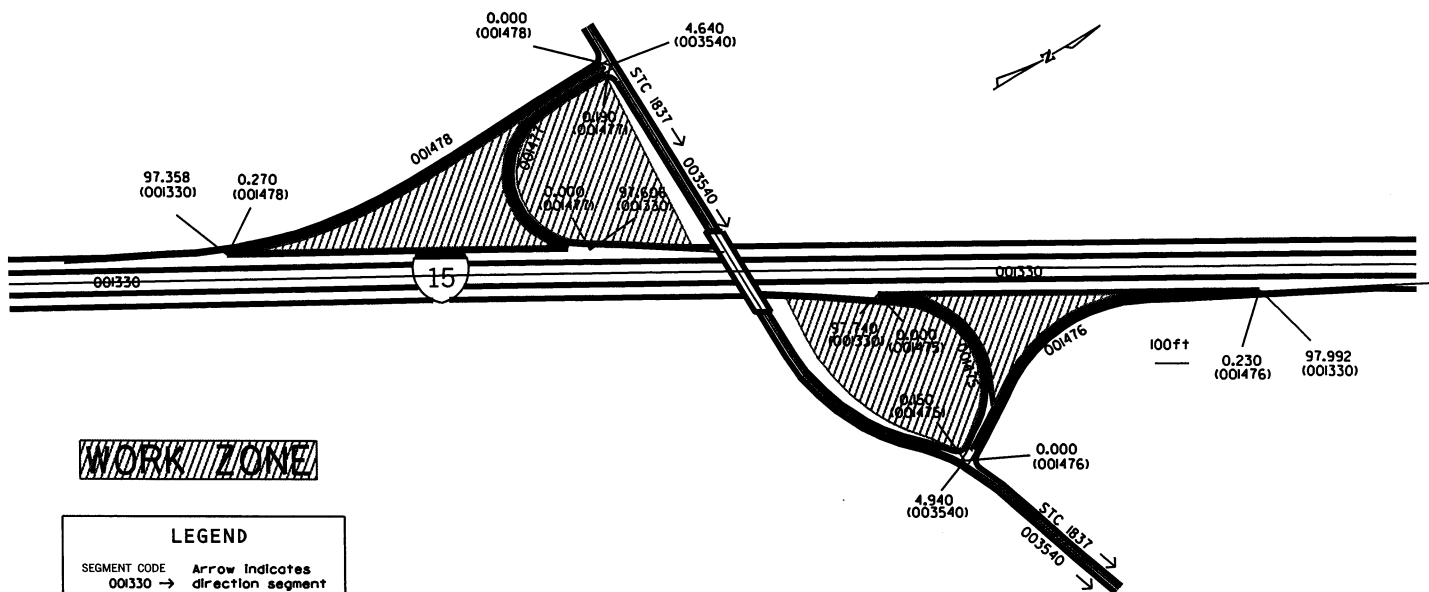
EXAMPLES

DESCENDING SECTION
00330 →
STP 4596 ←
ASCENDING SECTION
00330 →
STP 4596 →



Sheet 10 of 17

FLYING Y - I.C. 72



WORK ZONE

LEGEND

SEGMENT CODE
001330 → Arrow indicates direction segment code is mileposted.

ROUTE NUMBER
STP 4596 → Arrow indicates route direction.
20 →

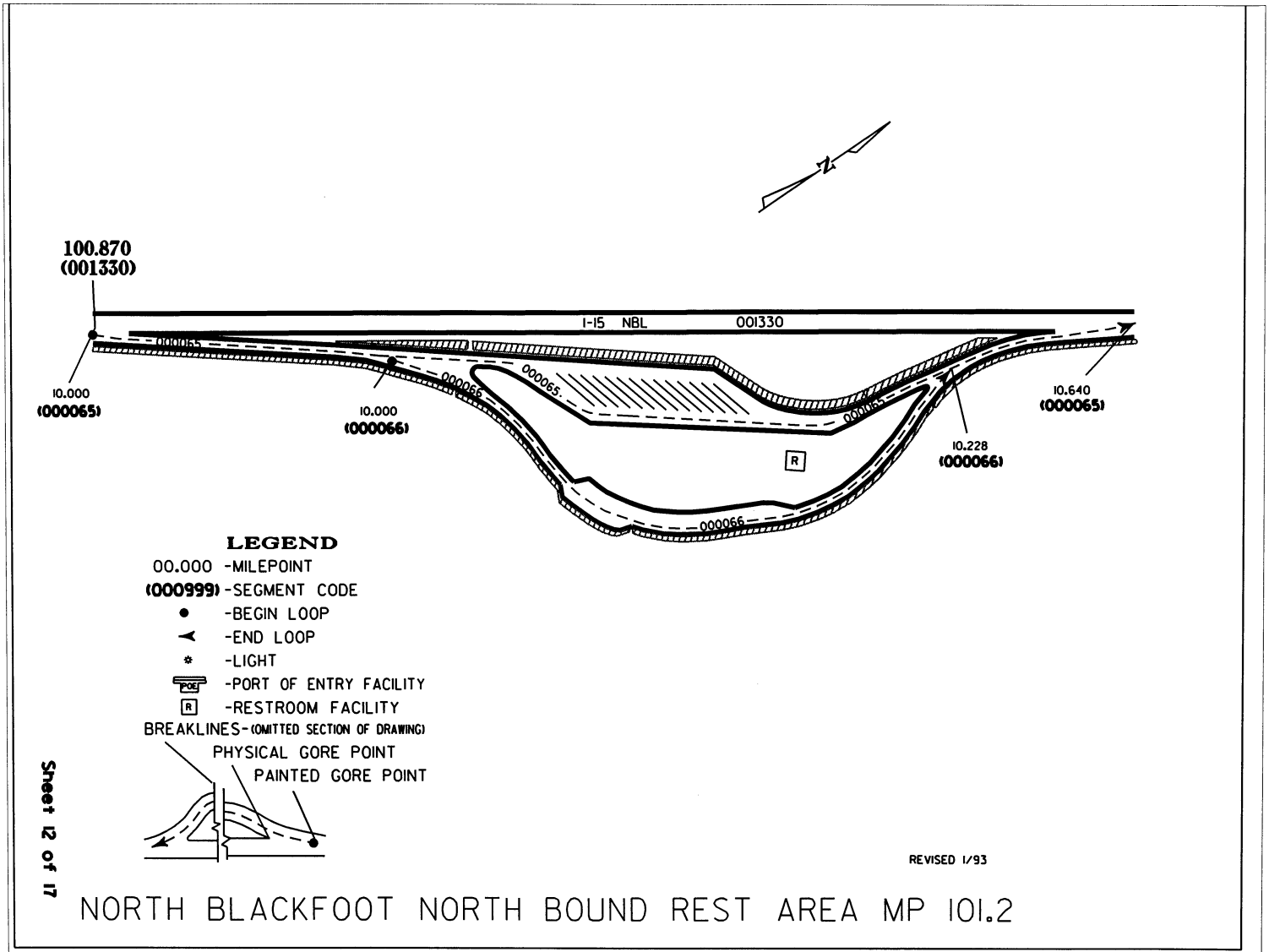
EXAMPLES

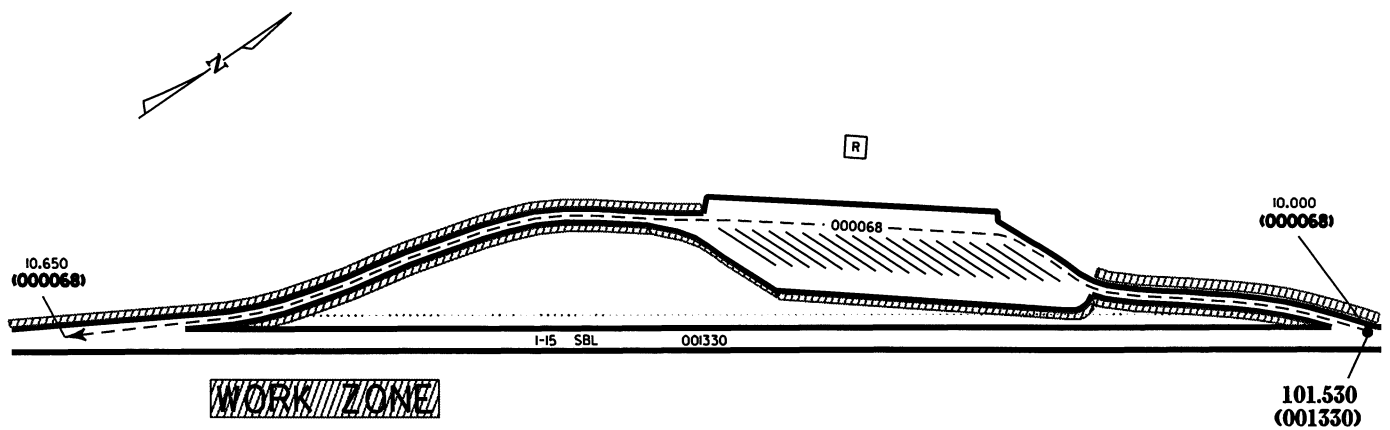
DESCENDING SECTION
001330 →
STP 4596 ←
ASCENDING SECTION
001330 →
STP 4596 →

ROSE ROAD I.C. 98

DIAGRAM REVISED 5/94



Sheet No 17

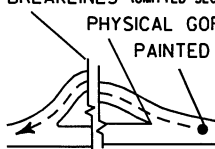




WORK ZONE

LEGEND

- 00.000 -MILEPOINT
- (000999) -SEGMENT CODE
- -BEGIN LOOP
- ◄ -END LOOP
- * -LIGHT
-  -PORT OF ENTRY FACILITY
-  -RESTROOM FACILITY
- BREAKLINES-(OMITTED SECTION OF DRAWING)
- PHYSICAL GORE POINT
- PAINTED GORE POINT



REVISED 1/93

NORTH BLACKFOOT SOUTH BOUND REST AREA MP 101.3

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18.853
(001260)

10.000
(000040)

I-86 EBL

001260

10.250
(000040)

10.940
(000040)

10.000
(000040)

LEGEND

00.000 -MILEPOINT

(000999) -SEGMENT CODE

• -BEGIN LOOP

▲ -END LOOP

• -LIGHT



-PORT OF ENTRY FACILITY

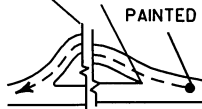


-RESTROOM FACILITY

BREAKLINES-(OMITTED SECTION OF DRAWING)

PHYSICAL GORE POINT

PAINTED GORE POINT

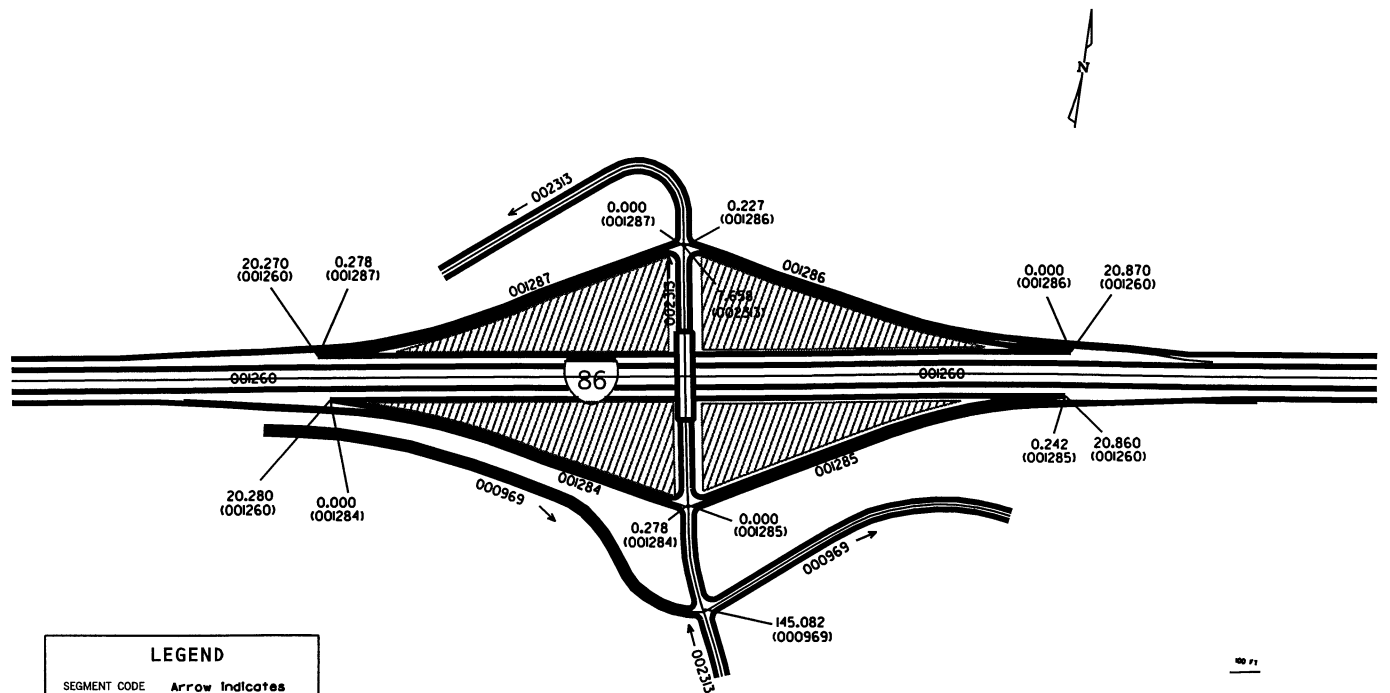


WORK ZONE

REVISED 1/93

COLD WATER REST AREA MP 19.3

Sheet 14 of 17



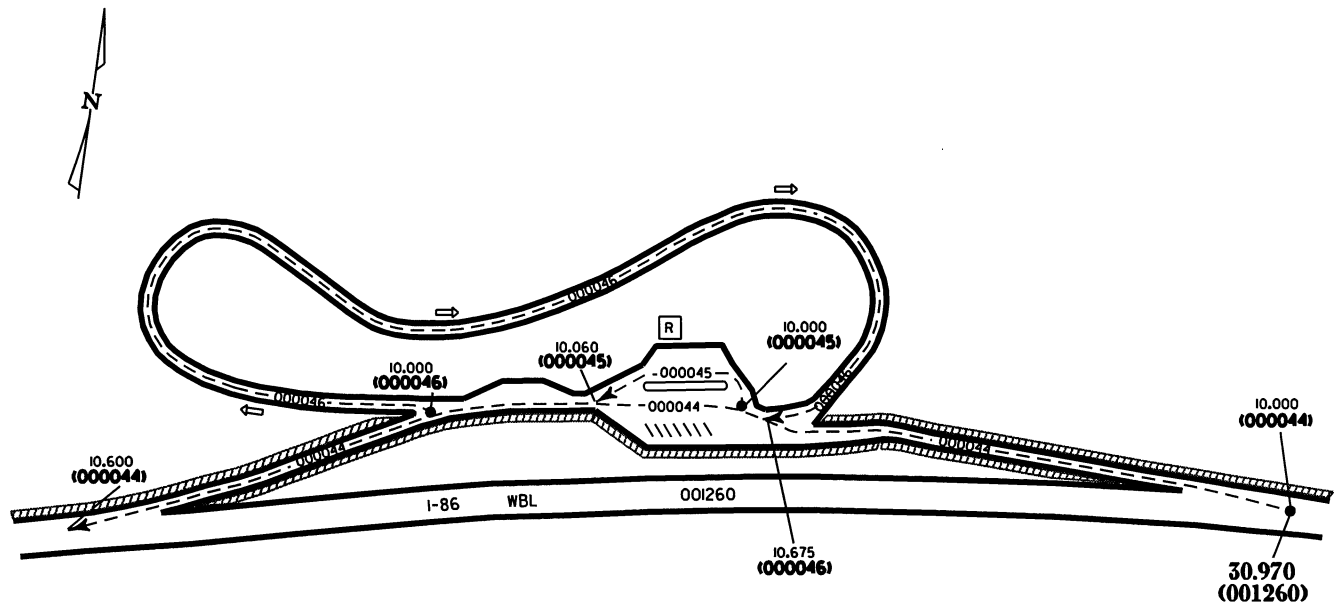
LEGEND	
SEGMENT CODE 00330 →	Arrow indicates direction segment code is mileposted.
ROUTE NUMBER STP 4596 →	Arrow indicates route direction.
EXAMPLES	
DESCENDING SECTION	
00330 →	
STP 4596 ←	
ASCENDING SECTION	
00330 →	
STP 4596 →	

WORK ZONE

COLDWATER - I.C. 21

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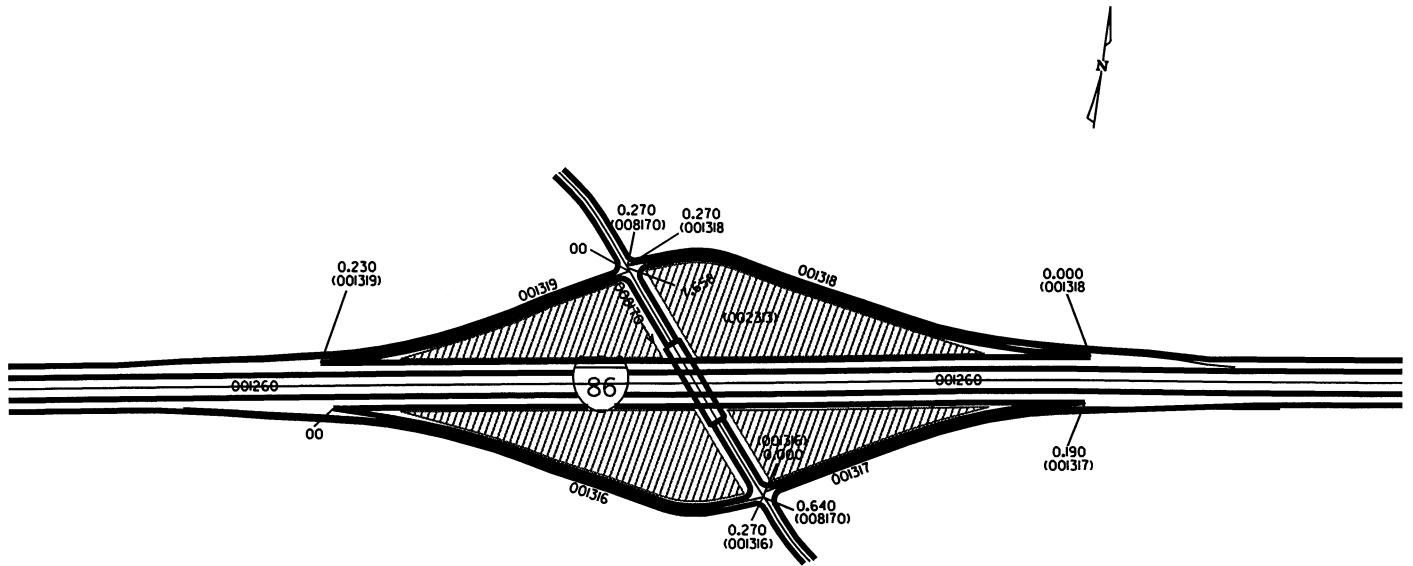
- LEGEND**
- 00.000 -MILEPOINT
 - (000999) -SEGMENT CODE
 - -BEGIN LOOP
 - ▲ -END LOOP
 - * -LIGHT
 - POE -PORT OF ENTRY FACILITY
 - R -RESTROOM FACILITY
 - BREAKLINES-(OMITTED SECTION OF DRAWING)
 - PHYSICAL GORE POINT
 - PAINTED GORE POINT

WORK ZONE

REVISED 1/93

MASSACRE ROCKS REST AREA MP 30.6

Sheet 16 of 17



LEGEND

SEGMENT CODE
001330 → Arrow indicates direction segment code is mileposted.

ROUTE NUMBER
STP 4596 → Arrow indicates route direction.
20 →

EXAMPLES

DESCENDING SECTION
001330 →
STP 4596 ←

ASCENDING SECTION
001330 →
STP 4596 →

WORK ZONE

AIR TERMINAL I.C. 56

DIAGRAM REVISED 5/94

Sheet 17 of 17

**PROSPECTIVE BIDDERS
DISTRICT 5 ROADSIDE MOWING**

D.R. Tennant
726 Stillwell
Eagle, Idaho 83616
208-794-7522
Fax – 208-939-5475

Mark Shiner Mowing
P.O. Box 116
Lemhi, Idaho 83465
208-756-3976 (Same for Fax.)
Cell – 208-940-0428

Castello, Inc.
P.O. Box 1253
Lagrange, Texas 78945
979-968-5595
Fax – 979-968-6613

Environment & Ecologist Enterprises
1047 W. 200 S.
Blackfoot, Idaho 83221
208-684-4789
Cell - 208-604-2500
Fax – 208-785-5200

Fences Idaho
Les Carberry
1201 S 2500 E
Gooding, Idaho 83330
(208) 544 7613
Fax (208) 544 7614
Cell – (208) 280 2181

Jay Burrup
Box 1131
Nampa, Idaho 83653
208-466-2511
Cell – (208) 841-5681